

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

| | | | | | | |
|---|--|--|--|--|---|---|
| 2. CONTRACT NO. | | 3. AWARD/EFFECTIVE DATE | 4. ORDER NUMBER | 1. REQUISITION NUMBER NAAJF100-2-3002 | PAGE 1 OF 52 | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME Bert Szymanski | | 5. SOLICITATION NUMBER 52DGTA-2-90007 | 6. SOLICITATION ISSUE DATE 04/01/02 | |
| 9. ISSUED BY U.S. Department of Commerce/NOAA AMD, Acquisition Management Div. OFA61 1305 East West Highway, Sta. #7604 Silver Spring, MD. 20910 | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISAV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD: | | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP | | 8. OFFER DUE DATE/LOCAL TIME 5/01/02 |
| 15. DELIVER TO U.S. Department of Commerce/ITA 14th & Constitution Ave., Room 3100 Washington, DC. 20230 | | 16. ADMINISTERED BY CODE OFA61 | | 12. DISCOUNT TERMS | | |
| 17a. CONTRACTOR/OFFEROR CODE FACILITY CODE | | 18a. PAYMENT WILL BE MADE BY U.S. Department of Commerce/ITA 14th & Constitution Ave., Room 3100 Washington, DC. 20230 | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | |
| TELEPHONE NO. <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE |
| | The Contractor shall provide the necessary personnel to design, construct, install and dismantle multiple USA modular pavillions. (Attach Additional Sheets as Necessary) | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | | 24. AMOUNT | |
| 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | |
| 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 5 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | | | | | 29. AWARD OF CONTRACT: REFERENCE OFFER <input type="checkbox"/> DATED . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | |
| 30b. NAME AND TITLE OF SIGNER (Type or print) | | 30c. DATE SIGNED | 31b. NAME OF CONTRACTING OFFICER (Type or print) | | 31c. DATE SIGNED | |
| 32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED | | | 33. SHIP NUMBER PARTIAL FINAL | | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR |
| 32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE | | 32c. DATE | 36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | 37. CHECK NUMBER | |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | | 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY |
| | | 41c. DATE | 42a. RECEIVED BY (Print) | | | |
| | | | 42b. RECEIVED AT (Location) | | | |
| | | | 42c. DATE REC'D (YY/MM/DD) | | 42d. TOTAL CONTAINERS | |

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ADDENDA

CONTINUATION OF SF1449 BLOCKS 19, 20, 21, 22, 23, AND 24

A.1 PRICE SCHEDULE

Base Year (Date of Award - 09/30/02)

| Item Number | Description | Qty | Unit | Unit Price | Total Price |
|-------------|--|-----|--------|---------------|-------------|
| 0001 | Decosit/DecoContract September 2002, USA pavilion in accordance with Section A.2 thru A.6.4. | 450 | Sq Mtr | \$ | \$ |
| 0002 | Additional fixtures, required changes to pavilion drawings and plans, and unanticipated ancillary services | 1 | Lot | Not-to-Exceed | \$ |

TOTAL DOLLAR AMOUNT FOR THE BASE YEAR: \$

Option Year 1 (10/01/02-09/30/03)

| | | | | | |
|------|--|-----|--------|---------------|----|
| 1001 | Heimtextil January 2003, USA pavilion in accordance with Sections A.2 thru A.6.4. | 750 | Sq Mtr | \$ | \$ |
| 1002 | Premier Vision (Paris) February 2003 Tentative | 200 | Sq Mtr | \$ | \$ |
| 1003 | *Techtextil May 2003, USA pavilion in accordance with Sections A.2 thru A.6.4 | 250 | Sq Mtr | \$ | \$ |
| 1004 | CPD Dusseldorf August, 2003 Tentative | 200 | Sq Mtr | \$ | \$ |
| 1005 | Decosit/DecoContract September 2003, USA pavilion in accordance with Sections A.2 thru A.6.4. | 700 | Sq Mtr | \$ | \$ |
| 1006 | Additional fixtures, required changes to pavilion drawings and plans, and unanticipated ancillary services | 1 | Lot | Not-to-Exceed | \$ |

TOTAL DOLLAR AMOUNT FOR OPTION YEAR 1: \$

| Item Number | Description | Qty | Unit | Unit Price | Total Price |
|--|--|-----|--------|---------------|-------------|
| Option Year 2 (10/01/03-09/30/04) | | | | | |
| 2001 | Heimtextil January 2004, USA pavilion in accordance with Sections A.2 thru A.6.4. | 750 | Sq Mtr | \$ | \$ |
| 2002 | Premier Vision (Paris) February 2004 Tentative | 200 | Sq Mtr | \$ | \$ |
| 2003 | CPD Dusseldorf August, 2004 Tentative | 200 | Sq Mtr | \$ | \$ |
| 2004 | Decosit/DecoContract September 2004, USA pavilion in accordance with Sections A.2 thru A.6.4. | 400 | Sq Mtr | \$ | \$ |
| 2005 | Additional fixtures, required changes to pavilion drawings and plans, and unanticipated ancillary services | 1 | Lot | Not-to-Exceed | \$ |
| TOTAL DOLLAR AMOUNT FOR OPTION YEAR 2: | | | | | \$ |
| Option Year 3 (10/01/04-09/30/05) | | | | | |
| 2001 | Heimtextil January 2005, USA pavilion in accordance with Sections A.2 thru A.6.4. | 750 | Sq Mtr | \$ | \$ |
| 2002 | Premier Vision (Paris) February 2005 Tentative | 200 | Sq Mtr | \$ | \$ |
| 2003 | *Techtextil May 2005, USA pavilion in accordance with Sections A.2 thru A.6.4 | 250 | Sq Mtr | \$ | \$ |
| 2004 | CPD Dusseldorf August, 2005 Tentative | 200 | Sq Mtr | \$ | \$ |
| 2005 | Decosit/DecoContract September 2005, USA pavilion in accordance with Sections A.2 thru A.6.4. | 400 | Sq Mtr | \$ | \$ |
| 2006 | Additional fixtures, required changes to pavilion drawings and plans, and unanticipated ancillary services | 1 | Lot | Not-to-Exceed | \$ |
| TOTAL DOLLAR AMOUNT FOR OPTION YEAR 3: | | | | | \$ |
| TOTAL CONTRACT PRICE: | | | | | \$ |

*Techtextil is held every two years.

Estimates

The square meters stated above are good faith estimates of the available space for each exhibition respectively. These estimates are based on historical data of previous participation in the events and estimates of new events. Actual space in any given year may vary. Should actual space vary, the unit price per square meter shall be used to determine the firm fixed-price for each pavilion and the contract price will be modified accordingly.

Unit Price

The unit prices set forth in the Price Schedule should include all allowances for transportation, labor, taxes, duties, surcharges and profit, if applicable.

STATEMENT OF WORK/SPECIFICATIONS

A.2 SCOPE OF WORK

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified) required to design, construct, transport, install and dismantle multiple USA modular pavilions encompassing the Decosit/DecoContract Exhibition in Brussels, Belgium, the Heimtextil Fair and Techtextil in Frankfurt, Germany; Premier Vision in Paris, France; and CPD in Dusseldorf, Germany, and any other fair in which the established exhibit system can be used within the square meter cost and in accordance with the Statement of Work/Specifications.

BACKGROUND

Decosit and DecoContract are held in Brussels, Belgium annually during the second week of September. (Saturday-Tuesday). The show is held at the Heysel (Brussels Exposition Center). The USG sponsors two U.S.A. Pavilion in these events. Decosit is a show for upholstery fabrics. DecoContract is a show for contract and hospitality fabrics, carpets, wall covering, and accessories.

Heimtextil and Techtextil are events held at Mess Frankfurt, in Frankfurt, Germany. Heimtextil is an annual show for textile home furnishings products and is held the second Wednesday-Saturday of each January. Techtextil is a show for technical and industrial fabrics and is held in April of every other year. The next event is scheduled for April 1, 2003.

CPD Premier Vision

A.2.1 Heimtextil Trade Exhibition

Location, date and size of the two (2) pavilions are as follows:

Location - Frankfurt, Germany

Dates - January 2003 and January 2004, January 2005

Size of pavilion - The total (net) equals approximately 750 square meters. The cost-per-square-meter must be calculated on this net space. All interior aisles must be carpeted, although they are not to be counted as net space. The contractor shall erect two pavilions, one in Hall 4.1, which is 300 sqm and one in Hall 9.1, which is 300 sqm, and Hall 61 150 sqm, outlined as follows:

- a. Exhibit booths;
- b. A business information office to include a lounge with kitchen services and storage area, and an office; and
- c. An information area with counter.

A.2.2 Techtextil Trade Exhibition

Location, date and size of the pavilion is as follows:

Location - Frankfurt, Germany

Dates - May 2003

Size of pavilion - The total cost-per-square-meter must be calculated on net space. All interior aisles must be carpeted,

A.2 (Continued)

although they are not to be counted as net space. The pavilion must consist of exhibitor booths, location, date and size of the pavilion is as follows:

Location - Frankfurt, Germany
Dates - May ,2005

Size of pavilion - The total (net) equals approximately 250 square meters in one hall. The cost-per-square-meter must be calculated on net space. All interior aisles must be carpeted, although they are not to be counted as net space. The pavilion must consist of exhibitor booths, a business information office to include a lounge with kitchen services and storage area and office, and an information area counter.

A.2.3 Decosit Trade Exhibition

Location, date and size of the pavilion is as follows:

Location - Brussels, Belgium
Dates - September 2002, September 2003 and September 2004, September 2005

Size of pavilion - The total (net) equals approximately 400 square meters. The cost-per-square-meter must be calculated on this net space. It will have approximately 15-20 four-by-four booths, office, and a small lounge. All interior aisles must be carpeted, although they are not to be counted as net space.

A.2.4 Premier Vision Trade Exhibition Premier Vision is a semi-annual show for apparel fabrics and is held February and September of each year in Paris, France.

Location, date and size of the pavilion is as follows:

Location - Paris, France
Dates-February 2003, September 2003
February 2004, September 2004
February 2005, September 2005

Size of pavilion - The total (net) equals approximately 250 square meters in one hall. The cost-per-square-meter must be calculated on net space. All interior aisles must be carpeted, although they are not to be counted as net space. The pavilion must consist of exhibitor booths, a business information office to include a lounge with kitchen services and storage area and office and an Information area counter.

A.2.5 CPD Dusseldorf Trade Exhibition CPD Dusseldorf is a bi-annual show for women's apparel products and is held February and August of each year in Dusseldorf Germany.

Location - Dusseldorf, Germany
Dates - August 2003, August 2004, August 2005

Size of pavilion - The total (net) equals approximately 200 square meters in one hall. The cost - per square-meter must be calculated on this net space. All Interior aisles must be carpeted, although they are not be counted as net space. The pavilion must consist of exhibitor booths, a business information office, storage space and a small lounge.

A.3 SPECIFICATIONS

A.3.1 EXHIBITOR BOOTH GRAPHICS - All exhibitor booth graphics must be produced with

self-adhesive vinyl or silk screened 2 color. A typical exhibitor booth must have one company name, two exhibit booth numbers, a 40x40cm company name and address panel, two USA pavilion logos, and a "Crafted with Pride" logo of approximately 24x24cm. Where an exhibitor uses more than one booth, each booth will have the same graphics as a single booth exhibit. All graphic products must first receive approval from the COTR. Reproducible art will be supplied by the COTR.

A.3.2 USA LOGO - Outside wall panels (to be designated by the COTR) must carry a large "USA" logo panel. Reproducible art will be provided by the COTR. The logo panel must be two colors, 100cm wide by 170cm high and silk screened on expanded plastic sheeting material. Approximately 40 logos are required. The logos can be reused if they are in acceptable condition.

A.3.3 PAVILION CARPET- The entire pavilion floors including booth floors and common areas must be covered with a high-quality, plush (velour) carpet. Aisles within the blocks of US exhibits must also be carpeted. Only new carpet shall be used. Light grey is the preferred color for carpeting within the booths and a medium to dark grey is the preferred color for the aisles, lounges, and offices. The final color will be chosen by the COTR, or his designee. Carpet layment tape must, at a minimum, be installed every 50cm. Carpet must be installed flat to the surface without any folds, undulations, wrinkles, etc. All bare edges must be trimmed with a chromium finish metal edging. When directed to do so by the COTR, the contractor shall cover all carpets with a protective covering in preparation for the opening of the exhibition.

A.3.4 PAVILION SPONSOR - One sign must be fabricated for each pavilion in each hall, indicating that the exhibit is sponsored by the U.S. Department of Commerce, Office of Textiles and Apparel. This sign must also have a list of all the exhibitors located within the respective hall. Offerors should propose suitable sized signs.

A.3.5 PRIDE LOGO - The contractor shall provide a "Crafted with Pride" logo panel for each exhibitor company booth. This panel must be fabricated in 1/4 inch or equivalent clear plexiglas with a two-color logo silkscreen. Logo panels must be located within the booths as determined by the COTR. Offerors should propose suitable sized signs.

A.3.6 WALLS - Interior booth wall construction must allow for exhibitor items to be painted, screwed, or nailed into the walls for display purposes. Damage to the booth walls, therefore, must be anticipated by the contractor. The contractor shall repair booth walls to "as new" condition for each exhibition or replace booth walls at no additional cost to the Government.

A.3.7 EXHIBITOR BOOTHS - Typical exhibitor booths at Decosit/DecoContract are 24 square meters and may be enlarged by multiples of 4 square meters (20, 24, 28, 32, etc.). Typical exhibitor booths at Heimtextil are 15 square meters or larger and may be enlarged. Typical booths at Techtextil and all other shows are 12 square meters and may be enlarged by multiples of 3 square meters (15, 18, 21, 24, etc.). **Note: Some booths may be larger or smaller than indicated above at the option of the individual exhibitor.**

A.3 (Continued)

Each booth will have carpet, walls, signage, and graphics in accordance with the specifications contained herein. Additionally, each booth must have a minimum of four spotlights for 12 square meter booths and six spotlights for 15 square meter booths, and eight spotlights for 24 square meter booths. Each spotlight shall be a minimum of 120 watts or equivalent. For larger booths, the same requirements apply prorated on the size of the booth, i.e., each additional four square meters needs two additional spotlights. Each booth must have a lockable closet a minimum of one-meter width on each side and from the floor to the top of the attached wall and contain a one-meter shelf and coat hook. All other items of furniture and fixtures such as desks, tables, chairs, shelving, cabinets, racks, etc., are at the individual expense of each exhibitor and are not covered under this contract. A catalogue of available fixtures and furnishings shall be supplied by the contractor. Additional copies of the catalogue with English language descriptions and price list shall be supplied to each exhibitor at least one month prior to the show. Each exhibitor shall be given at least 15 business days to place an order for the exhibitor's chosen items. Although the contractor must provide these items, payment for furnishing the items will be borne by the exhibitor and are not covered herein.

A.3.7.1 Offices - Each office must have an executive desk and chair, a settee of three lounge chairs and a corner table, a lockable storage cabinet (2 meters high by 3 meters wide) or similar capacity credenza, a coat rack, a double electrical electric outlet, telephone jack, telephone line and two side chairs. The office must be a minimum of 12sqm. Lighting must be provided through a lighting system and shall be similar to the exhibit booths. Office must have lockable doors.

A.3.7.2 Lounges - Each lounge must be a full-service facility including a kitchen area with a sink and hot water recovery system and drain; a large refrigerator (minimum 150cm(h)), a double burner coffee maker with re-usable coffee filter capable of making 60 cups of coffee per hour; a serviceable counter with lighted header and three counter stools; lockable storage sufficient for storing consumables with ten linear meters of shelving; and appropriate lounge seating. Lighting must be provided through a lighting system and shall be similar to the exhibit booths. All electrical outlets for refrigerators must provide electricity on a 24-hour basis.

A.3.7.3 Ancillary Electrical Outlets - Twelve each, two gauge electrical outlets are required at appropriate locations within each pavilion. These outlets must provide electricity on a 24-hour basis for night cleaning contractors.

A.3.7.4 Information Areas - Information areas are required in each Pavilion at each show. Each area must have a 250cm long counter and a pavilion floor plan display along with the list of participating US exhibitors. Miscellaneous signage may be required which meet the criteria in A.3.4.

A.3.8 ELECTRICAL MAINTENANCE - The contractor shall provide a minimum of two people - one electrician and one maintenance person at each pavilion site from 08:00 through 19:00 hours beginning two days before the opening of Heimtextil, and beginning one day before the opening of all other events, to work and attend to exhibitor needs. An electrician shall be available until 13:00 hours on opening day at all exhibitions. "Pavilion Site" means any location within a show where there exists a USA Pavilion. There may be more than one pavilion site in any show (HEIMTEXTIL).

A.3 (Continued)

A.4 GENERAL REQUIREMENTS AND RESPONSIBILITIES

A.4.1 The contractor shall be responsible for the liaison with the show organizer to ensure compliance with all show requirements.

A.4.2 The contractor shall provide all necessary lights, electrical connections and wiring, hookup of all appliances and other equipment needed in pavilions, as well as coat racks and hooks.

A.4.3 The contractor shall be required to furnish all necessary materials, equipment, services, telecommunications, travel and transportation expenses for:

1. Constructing and dismantling the exhibit;
2. An on-site survey to determine the exact locations of the US pavilions within the exhibition halls, the physical characteristics of the exhibition halls, and to acquaint itself completely with all regulations that apply to the project; and;
3. Preparing construction drawings, schematics and layouts. The contractor shall provide full-scale mock-ups of an exhibition booth, complete with fixtures, for approval by the COTR within 60 calendar days of contract award for all shows and 60 days after exercise of each option period, if requested.

A.4.4. The contractor shall adhere to the authorized and approved time schedule which shall become a part of the contract upon award.

A.4.5 The contractor shall provide the COTR with three copies of the installation drawings two weeks prior to beginning installation of the exhibit.

A.4.6 The contractor shall, upon contract award, assign a design/construction project manager to the project. The Project Manager shall participate in the on-site survey, be responsible for the progress of the construction, present final construction plans to the COTR, and supervise the construction on-site.

A.4.7 The contractor shall, upon completion of the exhibit, remove all exhibit elements and restore the site to its original condition. All halls must be in "broom clean" condition.

A.4.8 The contractor shall provide all electrical hookups for exhibition equipment and provide all supplies and tools necessary to perform all related services.

A.4.9 As requested by the COTR, the contractor shall give all painted surfaces a touch-up of paint prior to the opening of the exhibit.

A.4 (Continued)

A.5 SPECIAL REQUIREMENTS AND RESPONSIBILITIES

A.5.1 The contractor shall obtain third-party liability insurance for the full set-up, tear-down and operational period of the exhibition.

A.5.2 The contractor shall obtain all licenses and permits required to perform the work required under the contract. The contractor shall abide by all terms and conditions of the contract and applicable exhibit regulations imposed by the trade authorities. The contractor shall be responsible for all taxes and fees relating to construction of the exhibits, including fees for early set-up imposed by the show organizer.

A.5.3 The contractor shall be responsible for submitting all power and water requirements to the Fair Authority Technical Department.

A.5.4 The contractor shall be responsible for providing, at all times, a competent bilingual supervisor for the construction and dismantling stages of performance. Bilingual is defined as both the language of the country where the Exhibition is held and English.

A.5.5 The contractor shall manage exhibitor's requests for extra or upgraded fixtures and equipment within their individual booths. In no event will the Government be liable for the costs of filling any such requests. The contractor shall enter into separate purchase agreements with exhibitors for these requests and shall recover any additional cost for providing the requested services from the exhibitors directly. While the Government is not liable for additional costs resulting from exhibitor requests, all such requests must be approved by the COTR to ensure pavilion configuration control.

A.5.6 The Government is not responsible for storage of any contractor material. If the contractor proposes a serviceman for duty at the US Pavilion during the duration of the exhibition, the contractor shall be liable for any property or personal damage caused by the negligence of that individual or other contractor employees or subcontractors.

A.5.7 The contractor shall keep a copy of the specifications and drawings on the job site at all times and make the same available to the COTR at all times. Any item required by the contract but not represented on the drawings shall be considered as being shown, provided, or both. The contractor shall notify the COTR immediately of any discrepancy among requirements, figures and drawings.

A.5.8 The contractor shall, at no additional cost to the Government, be responsible for the proper care and protection of all material delivered, and all work performed until final inspection and acceptance by the COTR.

A.5 (Continued)

A.5.9 The contractor shall, in the performance of all obligations under the contract, comply with all local laws, rules and regulations.

A.6 QUALITY CONTROL

A.6.1 All graphics and lettering must be accomplished by a skilled professional. Particular attention shall be paid to the spacing and leveling of letters and figures. Crooked letters or figures and uneven lines shall be cause for rejection of work.

A.6.2 All walls and partitions must be free from undulations. Only walls or panels in new or "like new" condition shall be used. Any walls that are warped, twisted or otherwise not a true plane shall be replaced at no cost to the Government.

A.6.3 All doors to offices and storerooms must be lockable. Key locks are required. Duplicate keys must be furnished to the COTR. These keys must be tagged with an easily-read card, plainly marked, noting the location of the lock. Any doors that are warped, twisted, or otherwise not on a true true plane must be replaced at no cost to the Government.

A.6.4 All wiring, conduits and receptacles must be hidden under floor carpets or behind or within partitions and headers. All conduit receptacles must be painted the same color as the surface upon which they are mounted.

Note: The Government reserves the right to make adjustments in configurations or pavilions and booth sizes as required in accordance with B.11.

CONTRACT CLAUSES

B.1 52.212-4 CONTRACT TERMS AND CONDITIONS---COMMERCIAL ITEMS (MAY 2001)

- (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--
- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

B.1 (Continued)

- (g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--
- (1) Name and address of the Contractor;
 - (2) Invoice date;
 - (3) Contract number, contract line item number and, if applicable, the order number;
 - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (6) Terms of any prompt payment discount offered;
 - (7) Name and address of official to whom payment is to be sent; and
 - (8) Name, title, and phone number of person to be notified in event of defective invoice. Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if electronic funds transfer payment is made.

B.1 (Continued)

- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (1) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

B.I (Continued)

- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
 - (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
 - (3) The clause at 52.212-5.
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.

B.1 (Continued)

B.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2001)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 2538 and 10 U.S.C. 2402).

(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan1999).

XX (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I to 52.219-5

(iii) Alternate II to 52.219-5

XX (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d) (2) and (3)).

XX (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d) (4)).

— (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637 (a) (14)).

XX (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror

elects

to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I of 52.219-23.

- (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- XX (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) .
- XX (12) 52.222-26, Equal Opportunity (E.O. 11246).
- XX (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era. (38 U.S.C. 4212).
- XX (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- XX (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (16) 52.222-19, Child Labor -- Cooperation with Authorities and Remedies (E.O. 13126).
- (17) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962 (c) (3) (A) (ii)) .
- XX (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (18) 52.225-1, Buy American Act--Balance of Payments Program-Supplies (41 U.S.C. 10a-10d).
- (19) (i) 52.225-3, Buy American Act--North American Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- (ii) Alternate I of 52.225-3.
- (iii) Alternate II of 52.225-3.
- (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- XX (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849) .
- (24) 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration (31 U.S.C. 3332).

B.2 (Continued)

- XX (25) 52.232-34, Payment by Electronic Funds Transfer-- Other than Central Contractor Registration (31 U.S.C. 3332).
- (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- (ii) Alternate I of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:
- ___ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41U.S.C. 351, et seq.).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

B.2 (Continued)

- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S. C. 793);
- (4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

B.2 (Continued)

B.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

B.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years.

B.5 PACKING FOR OVERSEAS SHIPMENT

Supplies must be packed for overseas shipment in accordance with the best commercial export practice suitable for water movement to arrive undamaged at ultimate destination.

B.5 (Continued)

B.6 INSPECTION AND ACCEPTANCE

1. Federal Acquisition Regulation Clauses

- 52.246-2 Inspection of Supplies - Fixed-Price (Aug 1996)
- 52.246-4 Inspection of Services - Fixed-Price (Aug 1996)
- 52.246-16 Responsibility for Supplies (Apr 1984)

2. Inspection and Acceptance

- (a) The Contracting Officer or duly authorized representative will perform inspection and acceptance of supplies and services to be provided under this contract.
- (b) Inspection and acceptance will be performed at:

Decosit
Heysel Exhibition Center
Hall No. 7
Brussels, Belgium

Heimtextil c/o Messe Frankfurt Hall Nos. 4.1 and 9.1 Frankfurt am Main,
Germany and any other facility designated by the COTR.

B.7 DELIVERIES OR PERFORMANCE

1. Federal Acquisition Regulation Clauses

- 52.242-14 Suspension of Work (Apr 1984)

2. Period Of Performance

The period of performance of this contract is from September 1, 2002 thru September 30, 2003. Unless extended by exercise of option. If exercised, each option shall be for a period of 12 months effective the date of the modification exercising the option. The "Period of Performance" clause will be modified as follows:

| <u>Options</u> | <u>Start Date</u> | <u>End Date</u> |
|----------------|-------------------|--------------------|
| Option 1 | October 1, 2002 | September 30, 2003 |
| Option 2 | October 1, 2003 | September 30, 2004 |
| Option 3 | October 1, 2004 | September 30, 2005 |

B.7 (Continued)

3. Performance Schedule

Construction of the pavilions according to the approved plan must be substantially completed 48 hours before the opening of the exhibition, and must be totally complete 24 hours before the opening of the exhibition. "Substantially complete" means available for exhibitors to begin moving exhibit material into booths and begin preparing their booths. This includes the exhibit system having been cleaned by the contractor to the COTR's satisfaction.

Dismantling of the pavilions and booths must be performed in accordance with the requirements of the exhibition show organizer. These requirements must be obtained directly from the show organizer by the contractor.

Failure to adhere to this performance schedule will result in the penalties set forth in B.12.

4. Delivery Location

Shipment of deliverable items shall be to:

Decosit
Heysel Exhibition Center
Hall No. 7
Brussels, Belgium

Heimtextil c/o Messe Frankfurt Hall Nos. 4.1 and 9.1 Frankfurt am Main,
Germany and any other facility designated by the COTR.

B.8 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- (a) Lawrence Brill is hereby designated as the Contracting Officer's Technical Representative. The COTR may be changed at any time by the Government without prior notice to the contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the contractor by the Contracting Officer in writing. The COTR is located at the U.S. Department of Commerce, Room 3100. The telephone number is 202-482-1856.
- (b) The COTR is responsible for the technical aspects of the project and technical liaison with the contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.

- (c) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for him by naming such designate through the Contracting Officer to the contractor.

B.9 KEY PERSONNEL

- (a) The contractor shall assign to this contract the following key personnel:

Project Manager
Bilingual Supervisor

- (b) Sixty (60) days prior to the contract start date the contractor shall make no substitution(s) of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 60-day period, the contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitution(s).
- (c) The contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitution(s) complete resume(s) for the proposed substitute(s), and any additional information requested by the Contracting Officer. Proposed substitution(s) should have comparable qualifications to those of the person(s) being replaced. The Contracting officer will notify the contractor within 15 calendar days after receipt of all required information of the decision on substitution(s). The contract will be modified to reflect any approved changes to key personnel.

B.10 TYPE OF CONTRACT

This is a Firm Fixed Price Services type of contract.

B.11 TECHNICAL DIRECTION

- (a) Performance of the work hereunder is subject to the technical direction of the COTR or his duly authorized representative. For the purpose of this clause, technical direction includes the following:
 - (i) Direction to the contractor, which shifts work emphasis between work areas or tasks, requires pursuit of lines of inquiry, fills in details or otherwise serves to accomplish the objectives described in the Statement of Work.
 - (ii) Guidelines to the Contractor, which assist in the interpretation of drawings, specifications or technical portions of work description.
- (b) Technical direction must be within the general scope of work stated in the contract. Technical direction may not be used to:
 - (i) Assign additional work under the contract;
 - (ii) Direct a change as defined in the contract clause CHANGES--FIXED-PRICE 52.243-1;
 - (iii) Increase or decrease the contract price or the time required for contract performance; or;
 - (iv) Change any of the terms, conditions or specifications of the contract.
- (c) The only individual authorized to in anyway amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the contractor, any technical direction calls for effort outside the scope of the contract, or is inconsistent with this special provision, the contractor shall notify the Contracting Officer in writing within ten working days after its receipt. The contractor shall not proceed with the work affected by the technical direction until the contractor is notified by the Contracting Officer that the technical direction is within the scope of the contract.
- (d) Nothing in the foregoing paragraphs may be construed to excuse the contractor from performing that portion of the work, which is not affected by the disputed technical direction.

B.12 DELAYS

Failure of the contractor to finish all work in accordance with the specifications contained in the contract and in accordance with the performance schedule found at B.7.3, as modified by any change order or contract modification, may result in assessment of damages. Damages will be calculated as the additional expense incurred by the Government as a direct result of the contractor's failure to adhere to required specifications and the performance schedule. For example:

- Exhibitor expense resulting from delay in preparation of exhibit booths, including exhibitor labor costs.
- Exhibition hall expenses resulting directly from delays in booth preparation, i.e., guard, cleaning and administrative services.
- Expenses resulting from re-inspection of general construction and exhibition booths.
- Expenses resulting from delays in dismantling exhibition, i.e., space rental, late charges, etc.
- Claims by exhibitors themselves for qualitative defects in exhibition booths, lighting, electrical power, etc.

B.13 FEDERAL ACQUISITION REGULATION CLAUSES

The **following FAR** clauses are hereby incorporated by reference.

| | |
|-----------|--|
| 52.202-1 | Definitions (Oct 1995) |
| 52.203-5 | Covenant Against Contingent Fees (Apr 1984) |
| 52.203-6 | Restrictions on Subcontractor Sales to the Government |
| 52.203-7 | Anti-Kickback Procedures (Jul 1995) |
| 52.204-4 | Printing/Copying Double-Sided on Recycled Paper (Jun 1991) |
| 52.214-34 | Submission of Offers in the English Language (Apr 1991) |
| 52.214-35 | Submission of Offers in U.S. Currency (Apr 1991) |
| 52.217-5 | Evaluation of Options (Jul 1990) |
| 52.223-13 | Certification of Toxic Chemical Release Reporting (Oct 1996) |
| 52.223-14 | Toxic Chemical Release Reporting (Oct 1996) |
| 52.225-17 | Evaluation of Foreign Currency Offers (Feb 2000) |
| 52.232-18 | Availability of Funds (Apr 1984) |
| 52.242-13 | Bankruptcy (Jul 1995) |
| 52.243-1 | Changes--Fixed-Price (Aug 1987) |
| 52.244-6 | Subcontracts for Commercial Items and Commercial |
| 52.246-25 | Limitation of Liability-Services (Feb 1997) |

CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

C.1 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

- (a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--
 - (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3;
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all

(Continued)

terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers.
 - (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
 - (2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -
 - (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or;

C.1 (Continued)

- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) Contract award (not applicable to Invitation for Bids).
The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a

C.1 (Continued)

price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

- (i) Availability of requirements documents cited in the solicitation.

- (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

- (2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

C.1 (Continued)

Telephone (215) 697-2667/2179
Facsimile (215) 697-1462.

- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained--

- (A) By telephone at (215) 697-2667/2179; or

- (B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (j) Data Universal Numbering System (DUNS) Number. [Applies to offers exceeding \$25,000.] The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of the local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet Home Page at <http://www.customerservice@dnb.com/>.

If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

C.2 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -COMMERCIAL ITEMS (MAY 2001)

- (a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

C.2 (Continued)

- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

- (1) Means a small business concern--
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

C.2 (Continued)

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

- (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701 . (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

- (3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

- (4) Type of organization.

☐ Sole proprietorship;

C.2 (Continued)

- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name _____

TIN _____

- (c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.
- (1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
 - (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
 - (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
 - (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a

C.2 (Continued)

small disadvantaged business concern as defined in 13 CFR 124.1002.

- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.
- (7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

-
- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]
- (i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGS).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.
- (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICS) or four designated industry groups (DIGs).] Offeror represents as follows:
- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

C.2 (Continued)

- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

| | |
|--------------------------------------|--|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less |
| <input type="checkbox"/> 51-100 | <input type="checkbox"/> \$1,000,001-\$2 million |
| <input type="checkbox"/> 101-250 | <input type="checkbox"/> \$2,000,001-\$3.5 million |
| <input type="checkbox"/> 251-500 | <input type="checkbox"/> \$3,500,001-\$5 million |
| <input type="checkbox"/> 501-750 | <input type="checkbox"/> \$5,000,001-\$10 million |
| <input type="checkbox"/> 751-1,000 | <input type="checkbox"/> \$10,000,001-\$17 million |
| <input type="checkbox"/> Over 1,000 | <input type="checkbox"/> Over \$17 million |

- (9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

- (A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104 (c)(2); or
- (B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred.

since its application was submitted.

- (ii) ☐ Joint ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002 (f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

- (i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

- (i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).

(Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

C.2 (Continued)

- (f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

| LINE ITEM NO | COUNTRY OF ORIGIN |
|--------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (g) (1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g) (1) (ii) or (g) (1) (iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act-- Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade

C.2 (Continued)

Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

| LINE ITEM NO | COUNTRY OF ORIGIN |
|--------------|-------------------|
|--------------|-------------------|

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(List as necessary)

- (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Product

| LINE ITEM NO | COUNTRY OF ORIGIN |
|--------------|-------------------|
|--------------|-------------------|

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(List as necessary)

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000).

If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

- (g) (1) (ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products:

C.2 (Continued)

LINE ITEM NO

| |
|--|
| |
| |
| |

(List as necessary)

- (3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000).

If Alternate II to the clause FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

- (g) (1) (ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products:

| LINE ITEM NO | COUNTRY OF ORIGIN |
|--------------|-------------------|
|--------------|-------------------|

| | |
|--|--|
| | |
| | |
| | |

(List as necessary)

- (4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

| LINE ITEM NO | COUNTRY OF ORIGIN |
|--------------|-------------------|
|--------------|-------------------|

| | |
|--|--|
| | |
| | |
| | |

(List as Necessary)

C.2 (Continued)

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
- (h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.). The offeror certifies, to the best of its knowledge and belief, that--
 - (1) The offeror and/or any of its principals [-] are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (2) ☐ Have, - ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a Federal, state or local government contract or subcontract violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
 - (3) ☐ Are, [-] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses; and
 - (4) (i) The offeror, aside from the offenses enumerated in paragraphs (1), (2), and (3) of this paragraph (h), ☐ has ☐ has not within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

C.2 (Continued)

- (A) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or
 - (B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or
 - (C) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.
- (ii) If the offeror has responded affirmatively, the offeror shall provide additional information requested by the Contracting Officer.
- (i) Certification Regarding Debarment Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that
 - (1) The offeror and/or any of its principals ☐ are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and;
 - (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ☐ are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
- (j) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]
 - (1) Listed end products.

Listed End Products

C.2 (Continued)

Listed Countries of Origin

- (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j) (2) (i) or (j) (2) (i i) by checking the appropriate block.]

- [] (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- [] (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

C.3 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 1997)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Past Performance
2. Renderings
3. Technical and Management Plan
4. Key Personnel Qualifications and Experience

The evaluation factors listed above are in descending order of importance. Basis for award of the contract resulting from this solicitation will be made to that offeror whose proposal offers the "best value" to the Government, which may not necessarily be the proposal offering the lowest realistic cost nor the highest technically scored. In the event the offerors within the competitive range are considered essentially equal in terms of technical competence, the

C.3 (Continued)

Government reserves the right to award to the offeror with the lowest realistic cost. NOTE: The Government may award a contract based on initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a realistic cost and technical standpoint, which the offeror can provide to the Government.

1. The proposed Key Personnel Qualifications and Experience will be evaluated on the following subfactors which are of equal importance.
 - a. Demonstrated experience in the design, construction, and related activities for trade or exhibition shows of similar size and nature.
 - b. Demonstrated experience of exhibitor and exhibit booth coordination activities of a similar multi-lingual, multi-cultural nature.
 - c. Proposed staffing plan including project manager and key personnel. Each proposed person shall be evaluated as to the quality and amount of their applicable experience in relation to the SOW.
2. The proposed Renderings will be evaluated on the following subfactors which are of equal importance.
 - a. Creativity of design/layout as demonstrated by front, side, and top view characterizations of the pavilion and exhibit booths.
 - b. Quality of goods samples provided or described in the proposal i.e., carpet, wall materials, booth furniture, lighting fixtures, etc.
 - c. Quality, design and prices of items in the catalogue.
3. The proposed Technical and Management Plan will be evaluated on the following subfactors which are of equal importance.
 - a. Soundness of technical approach for performing the services in accordance with the SOW and the Performance Schedule.
 - b. Management plan for designing, fabricating, constructing, transporting, installing, and dismantling all pavilion systems.
 - c. Explanation of commitment and approach to maintaining quality control.

C.3 (Continued)

4. The Past Performance of the offeror will be evaluated on the following subfactors which are of equal importance.
 - a. Business relations - effective management, effective subcontractor management and monitoring, reasonable and cooperative behavior, flexible, effective contractor recommended solutions, and business like concern for Government's interest.
 - b. Timeliness of performance - ability of the offeror to quickly staff quality technical personnel to respond to technical directions, reliably meet interim milestones, tasks completed on time, and perform quality contract administration.
 - c. Quality of service - the quality of the offeror's experience in designing, fabricating, constructing, dismantling and storage services of similar size and scope to those criteria listed in the solicitation; receipt of any widely recognized quality awards or certifications.
 - d. Customer satisfaction - satisfaction of end users with the offeror's service.
 - e. Cost control - current, accurate and complete billing, relationship of negotiated costs to actual, and cost efficiencies.
 - f. Personnel management practices - keeping the quality of staff high and turnover low, maintaining time and attendance records to assure billing and staff accountability, history on changing key personnel proposed in the offer.
 - g. Innovation - improvements in procedures and standards to increase effectiveness and reduce costs.
 - h. Overall satisfaction - would you do business with this firm again, if you had a choice?

Note: The Government reserves the right to contact additional references to the ones provided.

- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (a) A written notice of award or acceptance of an offer, mailed or

otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

C.4 DEPARTMENT OF COMMERCE AGENCY-LEVEL PROTEST PROCEDURES LEVEL ABOVE THE CONTRACTING OFFICER (DEC 1996)

I. PURPOSE: To implement the requirements of Executive Order No.12979 and Federal Acquisition Regulation (FAR 33.103).

On October 25, 1995, President Clinton signed Executive Order No.. 12979 which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the contracting officer. Authority to administer procurement-related directives has been delegated within the Department of Commerce through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive).

The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accounting Office and other external fora. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the contracting officer.

II. DEFINITIONS:

An agency protest is one that may be filed with either the contracting officer or the protest decision authority but not both. When a protester decides to file a protest at the agency level with the protest decision authority, the guidelines set forth in these established agency level protest procedures above the contracting officer apply. These procedures are in addition to the existing protest procedures contained in the Federal Acquisition Regulation (FAR) Part 33.102. A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, when the

C.4 (Continued)

Washington, DC offices of the Department of Commerce are closed for all or part of the last day, the period extends to the next day on which the Department is open.

III. PROCEDURES:

- a. Protesters using these procedures may protest to the protest decision authority who will make the final decision for the Department. Protests shall be addressed to:

Helen Hurcombe
Director of Acquisition, Grants and Facilities Services
1305 East West Highway
SSMC4
Room 7694
Silver Spring, MD 20910
FAX No. 301-713-0806

The outside of the envelope or beginning of the FAX transmission must be marked "Agency-level Protest". The protester shall also provide a copy of the protest within 1 day to the responsible contracting officer and a copy to the addressee indicated below:

Contract Law Division
Office of the Assistant General Counsel for Finance and Litigation
Attn: Jerry Walz
Department of Commerce, Room H5882
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230
(FAX Number 202-482-5858)

- b. Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the General Accounting Office (GAO) or any other external fora. If the protester has already filed with the GAO or other external fora, the procedures described here may not be used.
1. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.

2. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is provided.
3. To be complete, protests must contain the following information:
 - (i) the protester's name, address, telephone number, and fax number
 - (ii) the solicitation or contract number, name of contracting office and the contracting officer
 - (iii) a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced
 - (iv) copies of relevant documents supporting protester's statement
 - (v) a request for ruling by the agency
 - (vi) statement as to form of relief requested
 - (vii) all information establishing that the protester is an interested party for the purpose of filing a protest
 - (viii) all information establishing the timeliness of the protest.

All protests must be signed by an authorized representative of the protester.

Within 14 days after the protest is filed, the contracting officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension.

C.4 (Continued)

Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals.

The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management.

Effect of protest on award and performance:

When a protest is filed prior to award, a contract may not be awarded unless authorized by the Head of the Contracting Activity (HCA) based on a written finding that:

- (i) the supplies or services are urgently required,
- (ii) delivery or performance would be unduly delayed by failure to make the award promptly, or
- (iii) a prompt award will be in the best interest of the Government.

When a protest is filed within 10 days after contract award or 5 days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.1004, whichever is later, the contracting officer shall immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

- (i) contract performance would be in the best interest of the United States, or
- (ii) urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision.

IV. REMEDIES:

The protest decision authority may grant one or more of the following remedies:

C.4 (Continued)

- (1) terminate the contract,
- (2) re-compete the requirement,
- (3) issue a new solicitation,
- (4) refrain from exercising options under the contract,
- (5) award a contract consistent with statutes and regulations,
- (6) amend the solicitation provisions which gave rise to the protest and continue with the procurement,
- (7) such other remedies as the decision-maker may determine are necessary to correct a defect.

C.5 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND PRICE PROPOSAL

a. Proposals submitted in response to this solicitation must be in two (2) volumes: Volume 1, the Technical Proposal must be submitted in an original and two copies, and Volume 2, the Price Proposal must be submitted in an original and one copy. Each of the volumes must be separate and complete in itself so that evaluation of one may be accomplished independently from evaluation of the other. The proposal should be prepared in accordance with these instructions, providing all required information in the format specified:

Volume 1 - Technical Proposal Instructions

The offeror shall submit a technical proposal that addresses the following factors in accordance with the requirements of this solicitation:

Section 1 - Key Personnel Qualifications and Experience

a. The technical proposal must provide detailed information that demonstrates the offeror's experience in the design, construction, fabrication, and related activities for pavilions to be used in trade or exhibition shows of similar size and nature.

b. The technical proposal must describe in detail a staffing plan listing the names, proposed duties and hours of the key personnel, non-key personnel, consultants, or subcontractors assigned to the project. Provide resumes for the key personnel listed in B.9. The resumes must include, as a minimum, the following:

- (1) Full name of employee;
- (2) Current title of skill category for this individual;
- (3) Proposed labor/skill category;
- (4) Educational level;
- (5) Total years and months of experience in each labor/skill
- (6) Work experience (most recent first);
- (7) Work references with points of contact;
- (8) A dated and signed statement by the individual certifying that information contained in the resume is true and accurate;
- (9) A dated and signed statement by the offeror certifying that information contained in the resume(s) is true and accurate to best of their knowledge.

c. The technical proposal must provide/detailed information that demonstrates the offeror's experience with exhibitor and exhibit booth coordination activities of a similar multi-lingual, multi-cultural nature.

Section 2 - Renderings

a. The technical proposal must illustrate the proposed design concept. Renderings shall include but not be limited to color sketches, top, front and side views; a three dimensional model, and samples of the fabrics and carpeting to be used in the actual construction.

b. The technical proposal must include color photographs and specifications describing all proposed furniture and fixtures.

c. The technical proposal must include a catalogue of available fixtures and furnishings with English language descriptions and price list.

Section 3 - Technical and Management Plan

- a. The technical proposal must provide detailed information that demonstrates the offeror's understanding of the requirement and management of important events or tasks.
- b. The technical proposal must provide a detailed work plan indicating how each aspect of the statement of work will be accomplished. The proposal must describe in detail a technical approach and methodology for providing the services in accordance with the statement of work and the performance schedule.
- c. The technical proposal must describe in detail a management plan for the design, fabrication, construction, transportation, installation and dismantling all pavilion systems.
- d. The technical proposal must describe in detail the offeror's commitment and approach to maintaining quality work.
- e. The technical proposal must describe in detail any plans for using consultants or subcontractors for any of the work anticipated under the contract.
- f. The technical proposal must include information on how the project will be organized, staffed and managed.

Section 4 - Past Performance

- a. The technical proposal must provide a detailed description of at least five contracts or subcontracts completed during the past three years that are equal in magnitude and similar services. Contracts listed may include those entered into by the Federal Government, agencies of state and local governments and commercial customers. Offerors that are newly formed entities without prior contracts should list contracts or subcontracts as required above for all key personnel. Include the following information for each contract or subcontract:
 - 1. Name of contracting activity
 - 2. Contract number
 - 3. Contract type
 - 4. Total contract value
 - 5. Description of services performed
 - 6. Contracting Officer's name and telephone number
 - 7. Names and telephone numbers of at least two references to provide an evaluation of your performance
 - 8. List of major subcontracts
- b. The technical proposal should provide information on problems encountered on contracts or subcontracts identified in paragraph (a) above and corrective actions taken to resolve those

problems. Offerors should not provide general information of their performance on identified contracts. General performance information will be obtained from the references.

c. The technical proposal must describe any quality awards or certifications that indicate the offeror possesses a high-quality process for performing the required services. Some awards or certifications include, for example, the Malcolm Baldrige Quality Award, other government quality awards, and private sector awards or certifications (e.g., the automobile industry's QS 9000, Senatech's SSQA, or ANSI/EIA-599). Identify the segment (i.e., division, subdivision, or the entire company) that received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

d. Each offeror will be evaluated on their performance under existing and prior contracts for similar services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offeror relative ranking will be compared to assure best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The **"Performance Evaluation Report", Attachment No. 2**, of this solicitation will be used to collect this information. References other than those identified by the offeror may be contacted by the Government with the information received used in evaluating the offeror's past performance.

e. Offerors should send their listed private sector references a letter authorizing the references to provide past performance information to the Government, upon request. Please refer to the sample **"Client Authorization Letter, Attachment No. 3"** to this solicitation.

f. Offerors shall include in their technical proposal the written consent of their proposed subcontractor(s) to allow the Government to discuss the subcontractor's past performance with the offeror during negotiations.

Volume 2 - Price Proposal Instructions

The price proposal must be in Volume 2, and completely separate from the technical proposal (Volume 1) and prepared in compliance with the following instructions:

a. Submit a completed and signed Standard Form 1449, and acknowledgment of any solicitation amendment(s).

b. Complete Section A.1, Price Schedule of this solicitation. The proposed prices must include all of the costs associated with item number, if there is no price associated with

the item number "N/C" (no charge) should be inserted in the unit price columns. Pricing for item numbers of the Price Schedule must be supported by:

- (i) Breakdown of direct labor cost by named person category including number of labor-hours and current or average hourly rates. Indicate whether current escalated rates are used. If escalation is included, the degree percent and methodology. Direct labor of effort are to be identified as labor-hours and not percentage of an individual's time. Indicate any benefit rate, overhead rate, including paid holidays, profit and provide background.
 - (ii) Breakdown of the proposed unit price (cost-per -meter) i.e., labor, materials, transportation, taxes, and surcharges, and other direct costs, which must be by specific methodology used.
 - (iii) If consultants are proposed, _____proposed consultant costs should include the name of consultant(s) to be engaged; daily fees; estimated number of days of services; consultant agreement(s) entered into between consultant(s) and the offeror, or invoices submitted for consultant (s) for similar services previously provided by the offeror.
 - (iv) If proposed, cost information for each shall be furnished in the same format and level of prescribed for the prime offeror. Additionally, the shall submit the following information: identification the proposed subcontractor and an explanation of why how the proposed subcontractor was selected including extent of competition obtained; the proposed price, the offeror's cost or price analysis thereof, performance/delivery schedule; and identification of type of subcontract to be used.
 - (v) If the offeror has established rate agreements Federal cognizant agencies, submit one copy of indirect cost rates. If the offeror does not have agreements, the offeror must provide detailed data indicating cost elements included in the pool and an established accounting practice.
- c. Provide completed Representations and Certifications at FAR 52.212-3.